

EXHIBIT 28

From: [Beral, Arash](#)
To: [Murphy, Michael D.](#); [Malynn, Todd M.](#)
Cc: [Zolliecoffer, Jordan](#); [James, Pauletta](#)
Subject: [EXT] RE: Joint Statement re Contempt Negotiations March 10, 2025(169351412.1)
Date: Monday, March 10, 2025 6:39:02 PM
Attachments: [Joint Statement re Contempt Negotiations March 10, 2025\(169351412.1\)-C.docx](#)

Funny enough, I'm also on a zoom - a board meeting. I'm working on this while in the meeting. See my redlines. I have to get home by 7 pm. If we don't have agreement on this, then we can do separate sections. I'll take my laptop home to work from home. Can you send me your response by 7:15 pm?

Arash Beral | BLANKROME

2029 Century Park East | Los Angeles, CA 90067

[Arash Beral](#) | [Blank Rome LLP](#)

From: Murphy, Michael D. <mdmurphy@foxrothschild.com>
Sent: Monday, March 10, 2025 5:51 PM
To: Beral, Arash <arash.beral@blankrome.com>; Malynn, Todd M. <Todd.Malynn@BlankRome.com>
Cc: Zolliecoffer, Jordan <JZolliecoffer@foxrothschild.com>; James, Pauletta <PJJames@foxrothschild.com>
Subject: Joint Statement re Contempt Negotiations March 10, 2025(169351412.1)

Please see attached. If your comments can be made by redline, please do so, and we will get this filed tonight. If not, I will be on a call from 6-7:30

Mike

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Michael Murphy

Partner

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11 Attorneys for Plaintiff SHAKEY'S
12 PIZZA ASIA VENTURES, INC.

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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

11 SHAKEY'S PIZZA ASIA VENTURES,
12 INC, a Philippines corporation,

13 Plaintiff,

14 v.

15 PCJV USA, LLC, a Delaware limited
16 liability company; PCI TRADING,
17 LLC, a Delaware limited liability
18 company; GUY KOREN, an individual;
19 POTATO CORNER LA GROUP, LLC,
20 a California limited liability company;
21 NKM CAPITAL GROUP, LLC, a
22 California limited liability company; J &
23 K AMERICANA, LLC, a California
24 limited liability company; J&K
25 LAKEWOOD, LLC, a California
26 limited liability company; J&K
27 VALLEY FAIR, LLC, a California
28 limited liability company; J & K
ONTARIO, LLC, a California limited
liability company; HLK MILPITAS,
LLC, a California, limited liability
company; GK CERRITOS, LLC, a
California, limited liability company;
J&K PC TRUCKS, LLC, a California
limited liability company; and, GK
CAPITAL GROUP, LLC, a California
limited liability company and DOES 1
through 100, inclusive,

Defendants.

Case No. 2:24-CV-04546-SB(AGRx)

Hon. Stanley Blumenfeld

**JOINT STATUS REPORT OF
PLAINTIFF AND DEFENDANTS
REGARDING ONGOING MEET
AND CONFER DISCUSSIONS**

Date: February 28, 2025

Time: 8:30 a.m.

Courtroom: 6C

Complaint Filed: May 31, 2024

Trial Date: August 4, 2025

1 PCJV USA, LLC, a Delaware limited
2 liability company; PCI TRADING LLC,
3 a Delaware limited liability company;
4 POTATO CORNER LA GROUP LLC,
5 a California limited liability company;
6 GK CAPITAL GROUP, LLC, a
California limited liability company;
NKM CAPITAL GROUP LLC, a
California limited liability company; and
GUY KOREN, an individual,

7 Counter-Claimants,

8 v.

9 SHAKEY'S PIZZA ASIA VENTURES,
10 INC, a Philippines corporation,

11 Counter Defendant.

12 PCJV USA, LLC, a Delaware limited
13 liability company; PCI TRADING LLC,
14 a Delaware limited liability company;
15 POTATO CORNER LA GROUP LLC,
16 a California limited liability company;
17 GK CAPITAL GROUP, LLC, a
California limited liability company;
NKM CAPITAL GROUP LLC, a
California limited liability company; and
GUY KOREN, an individual,

18 Third Party Plaintiffs,

19 v.

20 PC INTERNATIONAL PTE LTD., a
Singapore business entity; SPAVI
21 INTERNATIONAL USA, INC., a
California corporation; CINCO
22 CORPORATION, a Philippines
23 corporation; and DOES 1 through 10,
inclusive,

24 Third Party Defendants.

JOINT STATEMENT

Pursuant to this Court's Order of March 4, 2025 (Dkt. 117), Plaintiff and ~~counsel for~~ Defendants PCJV USA, LLC and Guy Koren (collectively, "Defendants") submit the following status report, regarding their ongoing meet and confer efforts to resolve (1) ~~"the continued uses of the enjoined trademarks as recently as February 26, 2025"~~ any outstanding violations of the Court's preliminary injunction, and (2) ~~"the amount of reasonable attorney's fees to be awarded"~~ award to Plaintiff as damages for the contempt in connection with its contempt motion."

~~On~~ On Wednesday afternoon, March 5, 2025, counsel for Plaintiff, Michael Murphy, and counsel for Defendants, Arash Beral and Todd Malynn, met, in person, at the offices of Fox Rothschild to discuss both of the topics remaining to be resolved. ~~As to the continued non-compliance,~~ Mr. Murphy presented some pictures ~~taken on February 26, 2025, indicating five distinct categories of continued uses of the enjoined marks and discussed each of them with~~ to Defendants' counsel, which he sent to Defendants' counsel the following day on Thursday. ~~Mr. Beral indicated that he would discuss~~ address these with his clients so that they could address any remaining issues with the store entities. All such issues with the exception of "fixed signs" were addressed by the store entities, photos were sent and forwarded to Mr. Murphy, and Defendants' counsel also gave Plaintiff's counsel an update relating to the status of communications with mall landlords (Simon, Macerich, Caruso, and Westfield) with lease amendments being prepared that would give way to the "fixed signs" being promptly addressed.

~~and provide further information regarding whether these uses were disputed or being resolved.~~ As to the ~~damages~~ reasonable fees question, Mr. Murphy ~~indicated that, before he goes through his invoices line by line, he wished to meet and confer as to the~~ raised certain categories ~~y~~ of purported damages and informed Defendants' counsel that he would forward his fee invoices for Defendants'

1 ~~counsel's review~~ that would be disputed by Defendants so as to make that review
2 of invoices more efficient. After that discussion, Mr. Murphy indicated that he
3 would respond with redacted invoices, and a total amount Plaintiff would seek
4 should it get to motion practice.

5 On Thursday, March 6, 2025, Plaintiff's counsel sent an email containing the
6 pictures of the uses of the enjoined marks on February 26, 2025, which was
7 followed by some further meeting and conferring by email.

8 On Saturday, March 8, 2025, ~~counsel for~~ Plaintiff's counsel sent an email
9 itemizing the fees and costs that it maintains was caused by, or would not have been
10 incurred but for, Defendants' noncompliance with the injunction. Plaintiff's counsel
11 included backup in the form of invoices and then proposed as a means to resolve
12 the dispute, a reduction of 30% of the total fees Plaintiff alleges to have been
13 incurred. Defendants' counsel was able to download the fee invoices today and
14 requested more time to review them, which Plaintiff agreed to grant. For its part,

15 On the date of this Joint Report, March 10, 2025, Defendants' counsel
16 provided an update answering some of Plaintiffs' questions, and asserting that all
17 uses have now stopped, including those that were asked about on February 26,
18 2025, except for those uses that Defendant maintains to be excused. Defendant's
19 counsel also asked for time to consider the fee proposal, in addition to the question
20 as to noncompliance. Plaintiff has not had time to ask questions or conduct its
21 own due diligence as to the photos Defendants' counsel forwarded and the
22 representations made, and is awaiting Defendants' response to the the proposed
23 reduced fee amount to be paid as damages for contempt fee proposal. Therefore,
24 Plaintiff also agrees that an extension makes sense.

25 It is the belief of the parties that they are moving in the right direction, and
26 that it is likely that there will be resolution ~~on whether the conduct ordered to have~~
27 ~~been a contempt is ongoing, and the value of damages. The only conceivable~~

1 ~~disagreements will be as to whether a landlord's refusal to allow Defendants to~~
2 ~~remove signs is an "impossibility," and whether certain types of fees incurred~~
3 ~~qualify as having been incurred because of the contempt sufficient to qualify as~~
4 ~~damages.~~

5 ~~With respect to those two issues, the Parties hereby represent, warrant, and~~
6 ~~agree that, if this does not result in a full agreement by Wednesday, March 12,~~
7 ~~2025, they shall submit these two issues for consideration by Magistrate Rodriguez~~
8 ~~under Local Rule 72-2.~~

9 The Parties ~~therefore~~ respectfully request leave for additional time to
10 thoroughly discuss these issues, and to file a follow-up further report ~~on~~ on or by
11 Wednesday, ~~February~~ March 12, 2025, ~~whereby they will represent (1) whether~~
12 ~~any agreement has been reached on the two outstanding issues in this contempt~~
13 ~~proceeding and whether that agreement requires further Orders of this Court; and~~
14 ~~(2) if not, the reasons why and the proposed resolution of the outstanding issues; as~~
15 ~~well as (3) whether an evidentiary hearing is requested by any Party.~~

16 Dated: March 10, 2025

FOX ROTHSCHILD LLP

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19 Michael D. Murphy
20 Jordan Zollicoffer
21 Attorneys for Plaintiff SHAKEY'S
PIZZA ASIA VENTURES, INC.
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1 DATED: March 10, 2025

2 **BLANK ROME LLP**

3
4 By: /s/ ~~Todd Malynn~~ Arash Beral

5 Arash Beral

6 Todd Malynn

7 Victor Sandoval

8 Attorneys for Defendants ~~Attorneys for~~
9 ~~Defendant~~

10 ~~PCJV USA, LLC, PCI TRADING, LLC, GUY~~
11 ~~KOREN, POTATO CORNER LA GROUP,~~
12 ~~LLC, NKM CAPITAL GROUP, LLC, J & K~~
13 ~~AMERICANA, LLC, J&K LAKEWOOD, LLC,~~
14 ~~J&K OAKRIDGE, LLC, J&K VALLEY FAIR,~~
15 ~~LLC, J & K ONTARIO, LLC, J&K PC~~
16 ~~TRUCKS, LLC, GK CAPITAL GROUP, LLC,~~
17 ~~HLK MILPITAS, LLC, and GK CERRITOS,~~
18 ~~LLC~~

CERTIFICATE OF SERVICE

The undersigned certifies that, on February 27, 2025, the foregoing document was electronically filed with the Clerk of the Court for the United States District Court, Central District of California, using the Court's ECF filing system. I further certify that all counsel for all parties to this action are registered CM/ECF user and that service will be accomplished by the CM/ECF system.

I certify under penalty of perjury that the foregoing is true and correct.

Dated: February 27, 2025

FOX ROTHSCHILD LLP

Michael D. Murphy
Attorneys for Plaintiff SHAKEY'S
PIZZA ASIA VENTURES, INC.